

COLLATERAL ASSIGNMENT OF LEASE

KNOW ALL MEN BY THESE PRESENTS that Lewis Plaza, Inc.

, hereinafter called "Assignors" whether one or more, for valuable consideration, the receipt of which is hereby acknowledged, hereby sell, assign, transfer and set over unto THE PENN MUTUAL LIFE INSURANCE COMPANY, its successors and assigns, hereinafter called "Assignee", all the right, title and interest of each of Assignors in and to a certain lease, dated the 7th day of July, 1948, on premises located at # 5 West ... Greenville, County of Greenville, State of South Carolina, executed by Lewis Plaza, Inc.

For Lease to this Assignment, see Deed Book 355, Page 248

, as lessor, to The ... as lessee, for a term expiring December 31, 1952, together with all benefits and advantages to be derived therefrom, as security for the performance of the certain bond or note given by Lewis Plaza, Inc. to or for the benefit of

The Penn Mutual Life Insurance Company, and for the performance of the terms of the mortgage or deed of trust of the premises above referred to securing said obligation, and intended to be recorded, and agreed to by their respective heirs, executors, administrators, successors and assigns:

1. If default shall be made in the making of any payment or ... under or in the performance of any of the terms of the bond, note, mortgage, or deed of trust, Assignee may, at its option, thereupon and from time to time so long as any default ... shall continue to exist, exercise all the rights and privileges of Assignors ... of them under the said lease, including, but not limited to, the right to collect rent or any other sums payable by lessee.

2. The lessee shall, upon demand of Assignee, make payment to Assignee of rent and any other sums due under the said lease without liability for the determination of the Assignee's right thereto.

3. Assignors and each of them warrant that there have been no modifications or extensions of the said lease; that no rent or other sums payable thereunder have been paid in advance; that without the consent of Assignee, Assignors will not modify or cancel said lease, reduce the rent provided for thereunder, or accept payment of rent in advance of its due date; that Assignors are the absolute owners of such lease and have made no other assignment thereof; and that to the best of the knowledge of each of Assignors, the lessee thereunder has no defense, set-off or counter-claim against the Assignors or any of them, except as follows: (If any exceptions, indicate below.)

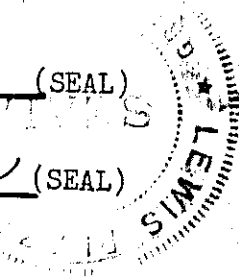
None

IN WITNESS WHEREOF, each of the Assignors has hereunto set his hand and seal or has caused this assignment to be duly executed by its duly authorized officers and its corporate seal to be hereunto affixed at Greenville, S. C., this 27th day of June 1952

Signed, Sealed and Delivered in the Presence of:

Mildred A. Thompson
East Burgess

LEWIS PLAZA, INC.
BY: J. M. Lane (SEAL) President
and
By: Mary L. Shaw (SEAL) Secretary



(Add acknowledgment if the assignment is to be recorded.)